

RESOLUTION NO. _____, SERIES 2008

A RESOLUTION PURSUANT TO THE CAPITAL AND OPERATING BUDGET ORDINANCES, APPROVING THE APPROPRIATION TO FUND THE FOLLOWING NONCOMPETITIVELY NEGOTIATED RENEWAL CONTRACT – (NUBRO, INC. D/B/A BRODART COMPANY - \$500,000.00).

Sponsored By: _____

BE IT RESOLVED BY THE LEGISLATIVE COUNCIL OF THE LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT (THE COUNCIL) AS FOLLOWS:

SECTION I: The following appropriation for the listed contract is hereby approved:

LIBRARY

\$500,000.00 for a noncompetitively negotiated renewal contract with Nubro, Inc. d/b/a Brodart Company for the supply of books and other library materials from November 15, 2008 through November 14, 2009.

SECTION II: This Resolution shall take effect upon its passage and approval.

Kathleen J. Herron
Metro Council Clerk

Jim King
President of the Council

Jerry E. Abramson
Mayor

Approval Date

APPROVED AS TO FORM AND LEGALITY:

Michael J. O'Connell
Jefferson County Attorney

BY: _____

Library - Contract with Nubro Inc dba Brodart Co for Books and Library Materials Fiscal Year 2008-2009 Resolution Only 102808 pr]
G: RES Nubro Inc dba BrodartCo Dr-1,pr/ROC/acb10.28.08

CONTRACT DATA SHEETPSC Type (check one): ☒ New ☐ Renewal ☐ Addendum**Contractor Information**

1. Legal Name of Contractor: BRODART COMPANY
2. Address: 500 ARCH STREET
3. City/ State & Zip: WILLIAMSPORT, PA 17701
4. Contact Person Name & Telephone Number: KATHY ROHRER (800) 233-8467 EXT 6233
5. Revenue Commission Taxpayer ID#:
6. If registration is not required please explain: OUT OF STATE
7. Is account in good standing:
8. Federal Tax ID # (SSN if sole proprietor):

Department Information

9. Requesting Department: LIBRARY
10. Contact Person Name & Telephone: YOLANDA M HOLGUIN 574-1638

Contract Information

11. Not to exceed amount: \$500,000.00
12. Are expenses reimbursed? NO
13. If yes list allowable expenses and maximum amount reimbursable:
14. Beginning and ending date of the contract: 11/15/08- 11/14/09
15. Coding: 1101- 730- 5922- 591270- 531612
16. Scope & Purpose of the contract: BOOKS AND MATERIALS

AuthorizationsWPS County Attorney Review - Approved as to Form:Department Director: Craig BartholDate: 10/28/08

Signature certifies:

- ☒ Funds are available
☒ Contractor is registered and in good standing with the Revenue Commission
☒ Human Relations Commission registration requirements have been met

 Risk Management Division of Finance - Certifies Insurance requirements satisfied:

WRITTEN FINDINGS**EXPLAINING NECESSITY FOR USING NONCOMPETITIVE NEGOTIATION FOR PSC**

This document constitutes written request and findings, as required by KRS 45A.380 stating the need to purchase through noncompetitive negotiation for PSC Contract # _____. By the signatures listed below, the Requesting Department has determined, and the Chief Financial Officer concurs, that competition is not feasible because:

_____ A. An emergency exists which will cause public harm as a result of the delay in competitive procedures. **** Mayors Approval required for emergency purchases exceeding \$10,000.**

_____ B. There is a single source within a reasonable geographic area of the supply or service to be procured or leased (attach sole source determination from the Purchasing Department).

_____ C. The contract is for the services typically provided by a licensed professional, such as an attorney, architect, engineer, physician, certified public accountant, registered nurse, or educational specialist; a technician such as a plumber, electrician, carpenter, or mechanic; an artist such as a sculptor, aesthetic painter, or musician; or a non-licensed professional such as a consultant, public relations consultant, advertising consultant, developer, employment department, construction manager, investment advisor, or marketing expert and the like.

_____ D. The contract is for the purchase of perishable items purchased on a weekly basis, such as fresh fruits, vegetables, fish, or meat.

_____ E. The contract is for replacement parts where the need cannot reasonably be anticipated and stockpiling is not feasible.

_____ F. The contract is for proprietary items for resale.

_____ G. The contract or purchase is for expenditures made on authorized trips outside the boundaries of the city.

_____ H. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids.

_____ I. The contract is for group life insurance, group health and accident insurance, group professional liability insurance, worker's compensation insurance, or unemployment liability insurance.

 X J. The contract is for a sale of supplies at reduced prices that will afford a purchase at savings to the Metro Government.

_____ K. The contract was solicited by competitive sealed bidding and no bids were received from a responsive and responsible bidder.

_____ L. Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder.

Craig Butwood
Requesting Department Director

10/28/08
Date

**Mayor

Date

****Signature is required only for Written Finding A**

AGREEMENT

THIS CONTRACT, made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, by and through its **LOUISVILLE FREE PUBLIC LIBRARY** herein referred to as **"METRO GOVERNMENT"**, and **NUBRO, INC., d/b/a BRODART CO.** with offices located at 500 Arch Street, Williamsport, Pennsylvania 17701, herein referred to as **"CONTRACTOR"**,

WITNESSETH:

WHEREAS, the Metro Government requires a source for the supply of books and other library materials; and

WHEREAS, the Metro Government let a Request for Proposals for the purchase of such goods and Contractor submitted a responsive and responsible offer to supply them; and

WHEREAS, the Contractor has been determined by the Metro Government to have the necessary experience, expertise and qualifications to provide those supplies,

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. The Contractor shall perform the services described in Attachment A attached hereto and fully incorporated herein. Attachment A consists of Request for Proposal ("RFP") Number 1713 published by the Metro Government on October 6, 2008 and Contractor's response to that RFP ("Response"). In the event of a conflict between this Agreement and the RFP or the Response, this Agreement shall govern. In the event of a conflict between the RFP and the Response, the RFP shall govern.

II. FEES AND COMPENSATION

A. Contractor shall be reimbursed as described in Attachment A. Total compensation payable to Contractor shall not exceed **FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00)**. This Agreement has no guarantee for a minimum number of orders.

III. DURATION

A. This Agreement shall begin November 15, 2008 and shall continue through and including November 14, 2009.

B. In the event that, during the term of this Agreement, the Metro Council fails to appropriate funds for the payment of the Metro Government's obligations under this Agreement, the Metro Government's rights and obligations herein shall terminate on the last day for which an appropriation has been made. The Metro Government shall deliver notice to Consultant of any such non-appropriation not later than 30 days after the Metro Government has knowledge that the appropriation has not been made.

IV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties that is not embodied in this Agreement. This Agreement cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

V. SUCCESSORS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

VI. SEVERABILITY


If any court of competent jurisdiction holds any provision of this Agreement unenforceable, such provision shall be modified to the extent required to make it enforceable, consistent with the spirit and intent of this Agreement. If such a provision cannot be so modified, the provision shall be deemed separable from the remaining provisions of this Agreement and shall not affect any other provision hereunder.

VII. COUNTERPARTS

This Agreement may be executed in counterparts, in which case each executed counterpart shall be deemed an original and all executed counterparts shall constitute one and the same instrument.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

APPROVED AS TO FORM AND
LEGALITY:


MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT


CRAIG BUTHOD, DIRECTOR
LOUISVILLE FREE PUBLIC LIBRARY

Date: 10/24/08

Date: 12/8/08

NUBRO, INC. d/b/a BRODART CO.

By: Lisa Miosi LISA MIOSI

Title: PRICING ANALYST

Date: 11-4-08

Taxpayer Identification No.
(TIN): _____

Louisville/Jefferson County
Revenue Commission Account
No.: _____

Library - Contract with Nubro Inc dba Brodart Co for Books and Library Materials Fiscal Year 2008-2009
102808 - [pr]

This Proposal has been Especially Prepared for:

***Louisville/Jefferson Co Metro Government
Louisville, Kentucky***

ORIGINAL

Request for Proposal #1713

Louisville Free Public Library Lending Materials Contract



October 17, 2008

Louisville/Jefferson Co Metro Government
Department of Finance – Division of Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

RE: Request for Proposal # 1713
DUE: October 21, 2008 @ 3:00 p.m.

Dear Sir or Madam:

Brodart is pleased to provide this document in response to the Louisville/Jefferson Co Metro Government's request for proposal for the Louisville Free Public Library Lending Materials.

Brodart is the premier supplier of circulation-ready materials to libraries. A full-service library company for nearly 70 years, we deliver carefully selected, cataloged, and processed titles. Today, Brodart offers state-of-the-art online tools, bibliographic services, and consulting exclusively to libraries. Our customers select from over four million English-languages titles, Spanish-language materials, plus audio and video products. Please see Attachment A and B for a description of the products and services Brodart offers.

Our distribution facility manages over 265 thousand titles and five million volumes annually, and deals with more than 80 thousand publishers. Brodart's inventory and purchasing profiles are based on the library market. We do not supply books to the retail market. Additionally, Brodart's single inventory location in Williamsport, Pa. enables us to fill orders quickly and efficiently. Our first pick percentage and total order fulfillment are among the highest in the industry.

For questions about our products and services, please contact your Brodart Sales Representative, John Dougherty, by calling 800.233.8467, ext. 6374 or e-mailing John.Dougherty@brodart.com. Questions related to our bid response or notification of award should be directed to Kathy Rohrer at 800.233.8467, ext. 6233 or bookbids@brodart.com.

Brodart's partnerships with libraries are built on experience, trust, and communication. We are confident that, if awarded this contract, we can help you achieve your library's goals.

We appreciate this opportunity to submit our proposal for your consideration and request an official tabulation of competitive bidding.

Sincerely,

Emily-Anne Schulte
Product Marketing Manager

EAS/kar

Enclosures

cc: John Dougherty, Sales Representative

Brodart Co., Books & Automation

500 Arch Street, Williamsport, PA 17701
Phone: 800.474.9816 • Fax: 800.999.6799
support@brodart.com • www.books.brodart.com



Request For Proposal

Louisville/Jefferson Co Metro Government

Page: 1 of 7
09-OCT-2008 10:22

Bid Number: 1713

Revision: 0
Date: 06-OCT-08

Sealed bids will be received until 3:00 PM and publicly opened and all bid prices read aloud at that hour on date specified and under following conditions:

Bids received after 3:00 PM on Reply By Date will not be opened.

Bids must be signed by individuals or firms making bid. Samples to be submitted if requested. The right is reserved to select the lowest and best bid, also to reject any or all bids or any part thereof.

On proposals amounting to \$2000.00 or over, successful bidder may be required to execute and give performance bond for full amount of same by a Surety Company authorized to do business in the Commonwealth of Kentucky before order is issued.

All items quoted are considered F.O.B. Delivered, unless otherwise stated.

**Mark envelope with Bid Number, Reply By Date
and Address to:**

Department of Finance - Division of Purchasing
611 West Jefferson Street
Mezzanine Level
Louisville, KY 40202

Reply By: 21-OCT-08

Description

- 1 A Request for Proposals for the Louisville Free Public Library Lending Materials Contract, per the attached specifications.

There will be NO Pre-bid Conference scheduled for this project.

DELIVERY TIME: In stock, unprocessed items may be shipped within 1-2 business days (# of days A.R.O.)	FIRM NAME: Brodart Co.
We guarantee all the above named goods to be first-class and equal in every particular to above specification. Delivery to be made immediately on advice of acceptance unless otherwise specified.	OFFICIAL'S SIGNATURE: <i>Emilie Anne Schryder</i>
	ADDRESS: 500 Arch Street Williamsport, PA 17701
	PHONE: 800.233.8467
	DATE: October 17, 2008
UNSIGNED BIDS WILL NOT BE CONSIDERED	



Request For Proposal

Louisville/Jefferson Co Metro Government

Page: 2 of 7
09-OCT-2008 10:22

Bid#: 1713

Standard Text

Please submit all factory literature and supporting documentation with each submitted copy of your Bid/RFP.

If you have any questions concerning the Purchasing Requirements of this solicitation please call Senora Ford at (502) 574-5767.

Any inquiries on this Bid/RFP after the opening date shall be addressed in writing to:

Director of Purchasing
Department of Finance - Division of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

The Successful Bidder will be required to furnish insurance coverage as stated in the specifications.

SUBMIT BIDS WITH A COMPLETE ORIGINAL (please mark original) AND TWO COPIES. Both copies should be complete copies of your original bid. Failure to submit ALL forms and information required in specifications may be reason for disqualification.

STANDARD TEXT

Please indicate your Louisville/Jefferson County Metro Government Revenue Commission Number 004276 and your Federal Tax Identification Number 23-2248758. If you are a Metro Government vendor or you are doing business in Metro Louisville, you should already be registered with the Revenue Commission and have all of your required taxes paid. If you become the successful vendor, you must be properly registered with the Revenue Commission and have all of your required taxes paid prior to the award of this contract. For further information please call Lisa Finegan of the Revenue Commission at (502) 574-4860.

Ordinance #214, Series 2005, concerning the requirement for an Affirmative Action Plan for contractors and vendors doing business with Louisville/Jefferson County Metro Government, shall apply to this Notice for Bids. Any questions concerning the ordinance should be directed to the Human Relations Commission at (502) 574-3631.

All parties hereto acknowledge any agreement is subject to Metro Government Ordinances, relating to the requirement of an affirmative action plan or other equal employment criteria for contractors and vendors to do business with the Metro Government. Failure to comply with the terms of said ordinances will be cause for suspension, termination or cancellation of any agreement.

All prices quoted are to be F.O.B. Delivered to Destination.

BID PRICES ARE TO BE FIRM FOR A MINIMUM OF Ninty (90) DAYS FROM BID/RFP OPENING DATE

Please include your FAX number 570.326.1479.

Time discounts or cash discounts shall not be considered in award evaluation. Delivery time may be an evaluation factor in award of the Invitation for Bid/Price Inquiry/Proposal.

Metro Government is not responsible for any cost incurred by bidders/proposers in the preparation of bids/proposals.

(1) It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefore, in which to his knowledge:

- a. He, or any member of his immediate family has a financial interest therein; or
- b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
- c. Any other person, business or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation, of any purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefore.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier

subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefore.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

The mentioned manufacturer's names and model numbers are used only to indicate type and quality of merchandise needed and are in no way intended to limit bidding

Assignment of Contract: The bidder shall not assign or subcontract any portion of the contract without the express written consent of the Louisville/Jefferson County Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that the Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of the Metro Government.

Payment Terms will be Net 30. Metro Government does not pay late fees or finance charges.

Submitted bids shall be for a firm, fixed price.

If the successful vendor agrees to extend the pricing for a twelve (12) month period additional items may be purchased from this bid by issuing a separate purchase order. The bid specifications must be met.

Inquiries on this Bid/RFP after the opening date shall be directed in writing to:

Director of Purchasing
Department of Finance - Division of Purchasing
611 West Jefferson Street - Mezzanine Level
Louisville, KY 40202

Louisville/Jefferson Co Metro Government CONDITIONS

1. Unless otherwise stated in the specifications, no bidder will be permitted to withdraw their bid until sixty calendar days after the opening date of this proposal.
2. Where this invitation covers two or more items for which unit prices are quoted, the Metro Government reserves the right to accept or reject any portion of the bid and to award purchase orders to the Metro Government's best advantage.
3. Prices quoted are to be exclusive of the State and Federal Excise Tax from which the Metro Government are exempt.
4. Explanation: Should a prospective bidder find discrepancy in or omissions from the specifications, or be in doubt as to their meanings, he/she shall at once notify the Metro Purchasing Director who shall send written instructions to all prospective bidders. The Metro Government will not be responsible for any oral instructions.
5. All commodities furnished are subject to inspection at the point of delivery by a representative of the Metro Government. All rejected supplies will be returned at vendor's expense.
6. By signature on the face of this bid the bidder expressly states that no fee/attorney's fee, commission, allowance, gratuity, reward, gift, promise or compensation of any kind has been made or paid or will be made or paid in connections with this transaction or any matters arising out of or pertaining to same.
7. The Bidder is requested to show both unit prices and lot prices. In the event of any error the unit price Bid shall prevail.
8. The Metro Purchasing Director reserves the right to waive any formality and/or technicality in any Bid if such waiver is to the Metro Government's advantage.
9. Bids shall be submitted on the forms provided and must be signed by the bidder or an authorized representative. Any corrections to entries made on bid forms should be initiated by the person signing the bid.
10. Bids must be submitted as directed in the Invitation for Bids.
11. Bids shall be submitted prior to the time fixed in the Invitation for Bids.
12. If more than one bid is offered on the same item by one party, or by any person or persons representing a party, all such bids shall be rejected.
13. The owner reserves the right to reject any and all bids.
14. The bidder to whom award is made may enter into a written contract with the Metro Government within the time specified in the Invitation. All insurance requirements including performance and payment bonds shall be furnished the time of signing the formal agreement.
15. The contractor agrees that in the performance of this agreement with the Metro Government, he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap or sex and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The contractor agrees to post

thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The contractor further agrees to insert the foregoing provision in all sub-contracts hereunder.

16. PATENT INFRINGEMENT - The supplier/contractor must indemnify the Metro Purchasing Department against all damages and expenses resulting from patent infringement.

LIVING WAGE PREFERENCE

Ordinance 91, Series 2003 establishes a preference for businesses, which provide their employees a minimum wage equal to or exceeding the minimum wage set forth in Section I of the ordinance as of July 1, 2003. That amount is currently \$9.00/hour for all full time employees.

If supplies or services are to be purchased by competitive sealed bidding, or by competitive negotiation, and the supplies or services are available from a minimum wage business, the bid price or cost quoted by each minimum wage business shall be reduced by 5% for the purpose of determining the lowest bid price; however nothing in the ordinance prohibits the awarding of contracts by Metro Government on the basis of evaluated bid price.

In order to qualify for the 5% preference under Section II of the ordinance, if a contract is for services, and a bidder or offeror uses subcontractors to perform all or part of the work required under the contract, the bidder or offeror shall not subcontract more than 20% of the work to non-minimum wage businesses unless such services are not available from minimum wage businesses.

If a business holds itself out as a minimum wage business by indicating so below, and is subsequently awarded a contract, then it is later discovered that such information was falsely provided, such business will be liable to the Metro Government equal to 30% of the amount of the contract awarded.

If a minimum wage business is awarded a contract under this ordinance, then such business shall post a sign of the applicable minimum wage rate set forth in this ordinance in a conspicuous place and manner so as to inform employees and the public alike that such business pays its employees wages at least commensurate with the applicable minimum wage rate established by this ordinance.

If you meet the requirements of this ordinance and wish to claim certification as a minimum wage business for this bid please sign in the space below.

I certify that my business meets the requirements of Ordinance 91, Series 2003 and wish to be certified as a minimum wage business for this bid. (This page shall be included with bid submission)

Company Name _____
Authorized Official(Print) _____
Signature of Authorized Official _____
Title _____
Date _____

LOCAL VENDOR PREFERENCE APPLICATION

To qualify for local vendor preference a business must:

- Have been established in the Louisville Metropolitan Statistical Area, as defined by the United States Census Bureau (MSA) for twelve (12) months and have an up to date local tax identification number on the date of the bid opening.
- Have its headquarters located in the Louisville MSA, or have a branch office currently located in the Louisville MSA for at least seven (7) years prior to the bid date.
- The city or county which the business is located in must have a reciprocal ordinance which recognizes businesses located in the Louisville MSA as a local business for the purpose of a procurement preference. A copy of the reciprocal ordinance shall be included with your bid.
- Utilizes local businesses to furnish at least 75% of the services under a contract unless such services are not available locally.
- Submit this completed form with your submitted bid. Incomplete applications or applications submitted after the bid opening will not be considered.

If you meet the above criteria and wish to apply for Local Vendor Preference on this bid please fill out the information at the bottom of this page. Incomplete applications will not be considered. The preference you will receive is 5% of your bid total or 5 points added to your evaluated bid total.

If a vendor is deemed a local vendor for the purposes of this preference on the basis of false information the vendor will be subjected to a fine equal to 25% of the contract price.

Any vendor who is denied local business status may petition the Director of Purchasing within 5 days of the denial. The petition shall outline the reasons why the local vendor status should be awarded. The Director of Purchasing will set a hearing for the petition. The decision of the Director will be final.

Any vendor may challenge in writing within three (3) business days following the day of in which a contract is awarded for a project the grant of a local vendor preference to another vendor. The challenge shall outline why the local vendor preference should not have been awarded. A hearing will be set by the Director of Purchasing who will hear the challenge and render a decision. The decision of the Director will be final.

You may request a complete copy of this Ordinance from the Louisville-Jefferson County Metro Purchasing Department.

Company: _____

Address: Street _____

City _____ County _____ State _____ Zip _____

Revenue Commission Number: _____

Official: _____

Signature: _____ Date: _____

10/9/2008



Louisville
Metro Government

Louisville Free Public Library

Request for Proposal Number 1713

10/9/2008

TABLE OF CONTENTS

REQUEST FOR PROPOSALS

- I. Invitation and Instructions to Proposers**
- II. General Provisions**
- III. Hold Harmless Agreement**
- IV. General Specifications**

SECTION I

INVITATION AND INSTRUCTION TO PROPOSERS

1.0 Invitation: Louisville Metro Government ("Metro Government") is now accepting proposals for **Louisville Free Public Library Lending Materials**. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals. The process of accepting proposals and choosing the successful proposer shall be by sealed proposals using the competitive negotiation process under KRS 45A.370.

Metro Government finds that a purchase through competitive negotiation is necessary because:

(check one of the reasons below)

- ☒ (a) Specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.
- ☐ (b) Sealed bidding is inappropriate because the available sources of supply are limited.
- ☐ (c) Sealed bidding is inappropriate because the time and place of the performance cannot be determined in advance.
- ☐ (d) Sealed bidding is inappropriate because the price is regulated by law.
- ☐ (e) Sealed bidding is inappropriate because a fixed price contract is not applicable.
- ☐ (f) The bid prices received through sealed bidding are unresponsive or unreasonable as to all or part of the bid requirements; each responder shall be notified of the intention to negotiate and shall be given a reasonable opportunity to negotiate, and the negotiated price shall be lower the lowest rejected bid by any responsible bidder.

Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award, except as otherwise provided by law. Where it can clearly be demonstrated and documented from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item an award may be made on the basis of the original submitted proposals. Sealed proposals will be received at the office of Louisville Metro Government Department of Finance – Division of Purchasing until 3:00 PM October 21, 2008, 611 West Jefferson Street, Mezzanine Level, Louisville Kentucky, 40202. Prices for any proposed item shall not be contingent upon the purchase of any other proposed item included within this bid.

Proposals received after the 3pm deadline on **October 21, 2008**, will be unopened.

Proposer Questions and Inquiries: Proposers questions and inquiries on the specifications of this RFP shall be directed to:

Melanie Lilly, Asst. Director
Louisville Free Public Library
301 York Street
Louisville, KY 40203
Phone: 502-574-1845
Fax: 502-574-1666
Email: Melanie.Lilly@lfpl.org

Any information provided is not official unless reduced to writing by the Metro Purchasing Department. Any unauthorized contact with any other city official or employee in connection

with this RFP is prohibited and shall be cause for disqualification of the Proposer. No questions or inquiries will be allowed beyond the pre-proposal conference (if one is scheduled) date as stated in the cover letter.

Careful attention must be paid to all requested items contained in this Request for Proposal (RFP). Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire package before bidding. Proposers shall make the necessary entry in all blanks provided for the responses. The submitted proposal shall be firm for an acceptance period of ninety (90) days from the date of the RFP opening.

Proposals submitted shall be for a firm, fixed price unless stated otherwise in the specifications.

The entire set of documents constitutes the RFP. The proposer must respond in total and in the same numerical order in which the RFP was issued. Proposer's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed. All notes, exceptions, and comments shall be made in ink or be typewritten. Mistakes may be crossed out and corrections typed or written in ink adjacent thereto and must be initialed in ink by the person signing the bid. All proposals shall be returned in a sealed envelope with RFP number and opening date stated on the outside of the envelope.

By submitting a Proposal, the proposer acknowledges and agrees to be bound by the terms and conditions of the solicitation. This RFP document including all terms, conditions and specifications contained herein shall become the contract if Metro Government awards the Proposal to the proposer hereunder unless otherwise agreed to in writing by the Metro Government. It is further agreed between the parties, that any change of the contractual agreement must be formalized by issuance of a written modification from the Purchasing Department. Purchase or sales agreements, supplied by the proposer, making an offer in reply to this solicitation will not be accepted.

In the event a conflict exists between sections of this RFP, such conflict shall be brought to the attention of the Purchasing Department in writing for resolution.

Unless contractually provided, Metro Government agencies utilizing these contracts will not be required to enter into nor sign further agreements, leases, company orders or other documents to complete or initiate the terms of a delivery order resulting from these contracts. Any such documents so obtained will not be binding on the Metro Government or its agents and shall be cause for termination of the contract by the Metro Government.

As allowed by the Metro Government Finance Manual, Purchasing Policies, Section III, A, 3, multiple contracts may be issued and those contracts, if any, shall be ranked. A secondary or lower ranking contract may be used if the primary contractor is unable to perform. However, the primary contractor shall be given the first opportunity to provide the services required. Contracts shall be utilized in the order stated in the award.

- 1.1 Proposal Opening: Sealed proposals will be accepted in accordance with the instructions detailed in section 1.0. The opening is open to the public. The Proposer shall file all documents necessary to support its proposal and include them with its proposal. Proposers shall be responsible for the actual delivery of proposals during business hours to the address indicated in the cover letter. It shall not be sufficient to show that the proposal was mailed in time to be received before scheduled closing time for receipt of proposals.

Please disregard any reference in the RFP to this being a "bid". This is a Request for Proposals.

SECTION II

GENERAL PROVISIONS

- 2.1 Each Bidder shall comply with all Federal, State & Local regulations concerning this type of Service or good.
- The Bidder agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.*, as amended, and KRS Chapter 338. The Bidder also agrees to notify the Metro Government in writing immediately upon detection of any unsafe and/or unhealthful working conditions at the job site. Bidder agrees to indemnify, defend and hold the Metro Government harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.
- 2.2 Failure to submit ALL forms and information required in this RFP may be grounds for disqualification.
- 2.3 Addenda: All addenda, if any, shall be considered in making the proposal, and such addenda shall be made a part of this RFP. Before submitting a proposal, it is incumbent upon each proposer to be informed as to whether any addenda have been issued, and the failure to cover in the bid any such addenda may result in disqualification of that proposal.
- 2.5 Proposal Reservations: Metro Government reserves the right to reject any or all proposals, to award in whole or part, and to waive minor immaterial defects in proposals. Metro Government may consider any alternative proposal that meets its basic needs.
- 2.6 Liability: Metro Government is not responsible for any cost incurred by a proposer in the preparation of proposals.
- 2.7 Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only telegrams, letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the proposal, and received by Metro Government prior to the scheduled closing time for receipt of proposals, will be accepted. The proposal, when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of proposal".
- 2.8.1 Clarification of Submittal: Metro Government reserves the right to obtain clarification of any point in a bid or to obtain additional information from a Proposer.
- 2.10 Bribery Clause: By his/her signature on the bid, Proposer certifies that no employee of his/hers, any affiliate or Subcontractor, has bribed or attempted to bribe an officer or employee of the Metro Government.

- 2.11 Additional Information: While not necessary, the Proposer may include any product brochures, software documentation, sample reports, or other documentation that may assist Metro Government in better understanding and evaluating the proposer's response. Additional documentation shall not serve as a substitute for other documentation which is required by this RFP to be submitted with the proposal.
- 2.12 Ambiguity, Conflict or other Errors in RFP: If a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify Metro Government of such error in writing and request modification or clarification of the document.
- 2.13 Agreement to Bid Terms: In submitting this proposal, the proposer agrees that proposer has carefully examined the specifications and all provisions relating to the work to be done attached hereto and made part of this proposal. By acceptance of a Contract under this RFP, proposer states that it understands the meaning, intent and requirements of the RFP and agrees to the same. The successful Proposer shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to proposer shall be authorized for services or expenses reasonably covered under these provisions that the proposer omits from its Proposal.
- 2.14.1 Cancellation: If the services to be performed hereunder by the proposer are not performed in an acceptable manner to the Metro Government, the Metro Government may cancel this contract for cause by providing written notice to the proposer, giving at least thirty (30) days notice of the proposed cancellation and the reasons for same. During that time period, the proposer may seek to bring the performance of services hereunder to a level that is acceptable to the Metro Government, and the Metro Government may rescind the cancellation if such action is in Metro Government's best interest.

A. Termination for Cause

- (1) Metro Government may terminate a contract because of the contractor's failure to perform its contractual duties.
- (2) If a contractor is determined to be in default, Metro Government shall notify the contractor of the determination in writing, and may include a specified date by which the contractor shall cure the identified deficiencies. Metro Government may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- (3) A default in performance by a contractor for which a contract may be terminated shall include, but shall not necessarily be limited to:
 - (a) Failure to perform the contract according to its terms, conditions and specifications;
 - (b) Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract;
 - (c) Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency;
 - (d) Failure to diligently advance the work under a contract for construction services;

- (e) The filing of a bankruptcy petition by or against the contractor; or
- (f) Actions that endanger the health, safety or welfare of Metro Government or its citizens.

B. At Will Termination

Notwithstanding the above provisions, the Metro Government may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by the Metro Government provided those goods or services were provided in a manner acceptable to the Metro Government. Payment for those goods and services shall not be unreasonably withheld.

- 2.15 **Assignment of Contract:** The Proposer shall not assign or subcontract any portion of the Contract without the express written consent of Metro Government. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that Metro Government shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of Metro Government.
- 2.16 **No Waiver:** No failure or delay by Metro Government in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by Metro Government in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of Metro Government hereunder or shall operate as a waiver thereof.
- 2.17 **Authority to do Business:** The proposer must be a duly organized and authorized to do business under the laws of Kentucky. Proposer must be in good standing and have full legal capacity to provide the services specified under this Contract. The Proposer must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Proposer to enter into this Contract. The proposer will provide Metro Government with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the proposer is authorized to do business in the State of Kentucky if requested. All proposals must be signed by a duly authorized officer, agent or employee of the proposer.
- 2.18 **Governing Law:** This Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.
- 2.19 **Ability to Meet Obligations:** Proposer affirmatively states that there are no actions, suits or proceedings of any kind pending against proposer or, to the knowledge of the proposer, threatened against proposer before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of proposer to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

VIOLATIONS OF AND COMPLIANCE WITH KENTUCKY LAWS

The contractor shall reveal any final determination of a violation by the contractor or subcontractor with the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341, and 342 that apply to the contractor or subcontractor.

The contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 the apply to the contractor or subcontractor for the duration of the contract.

**RFP
SUBMITTED BY:**

By signing below you are agreeing to all Louisville Metro Government Terms & Conditions that are a part of this Request for Proposals.

Include this page in your response to this RFP

Firm: Brodart Co. By: Nubro Inc., General Partner

By: Emily-Anne Schulte

Title: Product Marketing Manager

E-Mail Address: bookbids@brodart.com

Address: 500 Arch Street
Williamsport, PA 17701

Telephone: 800.23.8467

Fax: 570.326.1479

Date: October 17, 2008

Louisville/Jefferson County Metro
Revenue Commission Number: 004276

Federal ID Number: 23-2248758

**Please include a copy of your W-9 with your submitted proposal.
You cannot be awarded a contract until this is submitted.**

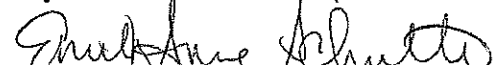
I acknowledge receipt of the following Addendum:

Addendum #1: _____

Addendum #2: _____

Addendum #3: _____

Any Additional Addendum (list all numbers): _____



Vendor's Signature (all items above have been read and completed)

SECTION III.

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

Hold Harmless and Indemnification Clause

The Contractor shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Contractor's (or Contractor's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

No insurance will be required.

SECTION. IV. GENERAL SPECIFICATIONS

LOUISVILLE FREE PUBLIC LIBRARY LENDING MATERIALS CONTRACT

INTRODUCTION

The Louisville Free Public Library consists of a main library, 16 branches, and three bookmobiles. A new 5,000 square foot branch library is scheduled for a summer 2009 opening.

Lending Materials are purchased each fiscal year (July 1 – June 30) to meet major goals of the Library's strategic plan: Service to Children and Youth, Support for Traditional Readers, Support for Workforce Learning and Development of the Library As A Cultural Institution.

CONTRACT REQUIREMENTS

Please see Attachment A in response to the contract requirements.

Experience

Vendor shall demonstrate extensive successful experience supplying any or all of the following to libraries of comparable size and income:

- Adult hardcover, trade and/or mass market paperback books
- Children's and teen's hardcover, trade and/or paperback books
- Serial monographs
- Adult educational, instructional, and/or entertainment DVDs
- Children's and teen's educational, instructional, and/or entertainment DVDs
- Adult audiobooks on CD
- Children's and teen's audiobooks on CD
- Adult music on CD
- Children's music on CD

References

Vendor shall provide a list of at least three public libraries, of comparable size, to which vendor is currently providing service. Include the names, addresses, and phone numbers of library staff we may contact.

Personnel and Services

Vendor shall assign a specific representative to service the Library's accounts who has the ability and authority to respond to problems with orders, deliveries, claims, invoices, credits, cancellations, and rush orders.

Additional personnel shall be assigned to assist the Manager of Collection Services with special projects such as building special and or new lending collections and providing supplementary services such as cataloging and processing of lending materials.

A contact person shall be available to the Acquisitions Supervisor to respond to problems with vendor-supplied processing.

All personnel specified above shall be available by toll-free telephone and fax and e-mail.

Inventory

Please describe the size of your inventory as follows; and if the Library's orders will be shipped primarily from only one warehouse, indicate the inventory figures of that one location as well.

- Quantity of titles for each format
- Total quantity of copies: If inventory is stocked in multiple warehouses, are orders automatically cascaded? If not, is this service available upon request?

Types of Materials to be Supplied

Vendor shall be able to supply some or all of the adult and juvenile materials as described under Experience above.

Based on the Library's projected funds, give average discount for each material type supplied.

Vendor-Supplied Processing

Please indicate if vendor-supplied processing and/or cataloging can be provided.

Multiple Account Numbers

Vendor shall accept multiple account numbers for Library and invoice separately.

Placement of Orders

It is preferred that the vendor support the EDI X12 version 4010 standard compatible with the Polaris system for electronic ordering, receiving and invoicing at no extra cost.

Vendor shall accept orders online, via toll-free telephone and/or fax. All three options must be available. Immediate confirmation must be available indicating status of each item such as: in stock and being shipped, order direct, back-ordered, not yet published, etc.

Status/Cancellation Reports

Cumulative status/cancellation reports shall be sent via email at least monthly or be viewable on the vendor's website.

Invoices

In addition to the EDI invoice, one copy of invoices shall be delivered to the address as supplied by the Library. The following information shall appear on each invoice:

Library bill-to address
Library ship-to address
Account number
Library purchase order number
Number of copies
Title
Author/creator
Identification number
List price per title
Discount price per title
Net price per title
Total cost.

Returns/Credits

Vendor shall accept returns and supply credit memo forms that can be completed by the Library without prior vendor authorization.

Deliver of Orders

Please indicate the number of days delivery can be expected after an order is placed.

Shipping

Vendor shall ship materials free of charge via UPS or comparable freight line.

SECTION V. EVALUATION CRITERIA

AWARDING OF CONTRACT

Selection shall be made of one or more vendors deemed to be fully qualified and best suited among those submitting bids on the basis of the following criteria:

- vendor's ability to perform the requirements of the contract; 40 %
- vendor's experience in providing services required; 20%
- price of services. 40%

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Brodart Co.

Business name, if different from above

Check appropriate box: ☐ Individual/
Sole proprietor ☐ Corporation ☒ Partnership ☐ Other ▶

☐ Exempt from backup
withholding

Address (number, street, and apt. or suite no.)

500 Arch Street

Requester's name and address (optional)

City, state, and ZIP code

Williamsport, PA 17701

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | + | | | |

or

Employer identification number

2 | 3 | 2 | 2 | 4 | 8 | 7 | 5 | 8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Emilie Anne Schmitt

Date ▶ *10/16/08*

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or

- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

ATTACHMENT A CONTRACT REQUIREMENTS

EXPERIENCE

About Brodart

A true library services company, Brodart's primary business focus is libraries, serving schools, public systems, universities, and the federal government. We have been servicing libraries for nearly 70 years providing a wide range of material and value added services. Our experience and flexibility enables libraries to choose the best option to fit their individual needs.

Because we have all our resources centralized in one location, we can efficiently and effectively process, fill and ship orders. Our state-of-the-art fulfillment system ensures rapid turnaround time for all back-ordered titles. Meeting the ever expanding needs of the 21st century library is a challenge we take very seriously. As a result, we have established, and continue to develop, business relationships with more than 80 thousand publishers, including small and academic presses. To meet the diverse needs of today's multicultural society, we currently offer approximately 85 thousand Spanish-language titles from more than 11 hundred publishers, both domestic and off-shore.

Brodart is a customer-centric company that employs state-of-the-art technology to engineer the technological platform used to support the library community, both in online ordering tools and interfacing with integrated library systems.

High Demand Material

We understand the importance of receiving popular material to fill the demands of your patrons, therefore, Brodart offers a number of selection tools and services to assist the library to meet these needs. Services include, but are not limited to: McNaughton Leasing services, specialty catalogs and Collection Development services (FASTips®, TIPS®, Spanish TIPS, Collection Builder® and BibzII.com®). Our policy is to catalog, process and ship books immediately upon receipt from the publisher. As a result, the library will receive books prior to street date.

Collection Development

Whether you are building a new collection, rounding out an existing one, or trying to stay abreast of forthcoming titles, you know that managing a library collection is a challenging and time-consuming task. Brodart's Collection Development Services can help. Our collection development team has the knowledge, experience, and customized selection tools to help you build and maintain a quality collection for your library's patrons.

We understand that no two libraries are alike; one size simply does not fit all. That's why our collection development solutions are customized to meet your library's unique needs. We can assist you with specific tasks or handle the selection process from start to finish.

Cataloging and Processing

Brodart specializes in serving all of your cataloging and processing needs from the basics to the most complex customized specifications. Once you select your titles, we catalog and process your materials to reflect your detailed specifications. You may select any combination of Brodart's high-quality cataloging and processing options to ensure you receive shelf-ready books designed to meet your library's needs.

Through Circ-Serv® we offer full cataloging records in MARC 21 or OCLC MARC format, allowing for your choice of classification and subject headings. Records are available complete with optional item records for the most popular library management systems.

If you need cataloging and processing outside of our standard offering, we can process your material through our premier customized cataloging and processing service, Compleat Book-Serv®. With Brodart's cataloging and processing option, your entire order can arrive shelf-ready and prepared for circulation.

Customer Care

From the moment your account(s) is established, Brodart's friendly team of customer care associates will be available to assist you. Knowledgeable and well trained in all aspects of public library needs and requirements, our customer care staff is a team you can count on. Upon award, an individual will be assigned to work with your library staff throughout the term of the contract.

Simplified Purchasing and Delivery

We offer a number of methods for submitting orders (phone, fax, e-mail, electronically, etc.) and will provide various reports for tracking the status of orders. Our delivery, backorder, and cancellation schedules can be customized to accommodate your library's specifications.

All of these services are described further in our response to the Louisville/Jefferson Co Metro Government's request for proposal. We feel we can meet the requirements and we welcome the opportunity to form a partnership with the Louisville Free Public Library.

REFERENCES

Cleveland Public Library

17133 Lake Shore Drive
Cleveland, OH 44110
Patricia Lowrey
216.623.2817

Dayton Metro Library

215 E Third Street
Dayton, OH 45402
Jean Gaffney
937.227.9576

Cuyahoga County Public Library

2111 Snow Road
Parma, OH 44134
Cynthia Orr
216.749.9383

PERSONNEL AND SERVICES

If Brodart is awarded a contract, a Customer Care Associate or Account Manager will be assigned to handle your account. This individual will be the library's internal contact at Brodart for inquiries related to orders, deliveries, claims, invoices, credits, cancellations, rush orders and assisting the Louisville Free Public Library with supplementary services such as cataloging and processing. Your Customer Care Associate or Account Manager is available by calling our toll-free number 800.233.8467 or via e-mail.

Brodart's collection development staff is available to assist the Louisville Free Public Library with selection lists for your ongoing selection needs as well as special projects such as building special and/or new lending collections. Additional information on our collection development services can be found in Attachment B. Our collection development staff can be reached via e-mail at collddev@brodart.com or by phoning 800.233.8467.

INVENTORY

All orders are shipped from Brodart's single warehouse located in Williamsport, Pa. Our inventory and purchasing profiles are based on the library market. We do not supply books to the retail market.

- **Quantity of Titles by Format**

Hardcover	207,250
Publisher's Library Editions	52,000
Single Reinforced	28,250
Trade & Mass Market Paper	87,500

- **Total Quantity of Copies**

Brodart's inventory includes more than 4 million volumes.

ATTACHMENT A

TYPES OF MATERIALS TO BE SUPPLIED

Brodart specializes in library books for all ages and genres. We deal with over 80 thousand publishers including small and academic presses. As an open list vendor, we strive to provide our customers with any title as long as it is available through normal trade channels. We can also provide the Louisville Free Public Library with unprocessed audiovisual material from a select number of publishers. When available, audiovisual material will be provided at the discounts outlined below.

Items will be supplied to the Louisville Free Public Library at publisher's list prices less the following discounts:

Trade Hardcover Editions	45.0%*
Non-Trade Hardcover & Paperback Editions	12.0%*
Publisher's Library Editions	20.0%
BrodartBound	20.0%
Single Reinforced Editions (School & Library)	40.0%
Trade & Mass Market Paperbacks	40.0%*
Audio CDs	40.0%*
Playaways	18.0%
DVDs	25.0%
Music CDs	20.0%

Please see Exhibit I for Brodart's binding definitions.

* Hardcover and paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount (10.0%) or invoiced at publisher's list price, plus a service charge of \$3.95.

If, throughout the course of this contract/agreement, your mix of titles or quantities changes, Brodart reserves the right to review and revise our discounts and/or pricing accordingly. Publisher's list prices are subject to change without notice.

VENDOR-SUPPLIED PROCESSING

The Louisville Free Public Library can select the classification and cataloging specifications that best meet your requirements. Options available include Dewey and Library of Congress classifications with Sears, Library of Congress, or Library of Congress Annotated Children's subject headings, as well as Spanish bilindex subject headings. Multiple processing options are also available and include everything from loose components to fully cataloged, custom shelf-ready materials.

Automated Circ-Serv Cataloging

Brodart's Circ-Serv will provide your library with full-level MARC records as well as an item holding record to be downloaded into your ILS.

The item record may include variable data such as local call numbers, barcode numbers and current list price as well as fixed data (will remain constant for each title under that account number) including location code and up to five optional fixed data sub-fields. Item records can be mapped to the tag and sub-field required by your ILS. You may choose to receive the records via FTP or on CD. Receiving cataloging with item records through Circ-Serv is a cost-effective and efficient way to expedite item level processing.

Customized Compleat Book-Serv Cataloging

Brodart's material-in-hand cataloging service, Compleat Book-Serv, has provided customized cataloging and technical support services to public libraries since 1985. Brodart's Compleat Book-Serv processing unit is located in our Williamsport, Pa. warehouse and currently employs over 100 full-time catalogers.

Compleat Book-Serv catalogers will maintain online access to the library's database. With material-in-hand, the cataloger will search the library's MARC database to determine if the item can be processed as

an added copy or if new cataloging is required. If a match is found, the record is verified against the material-in-hand and the library's existing MARC record is used to print labels and to complete the specified item level processing.

When new cataloging is required, Compleat Book-Serv catalogers will review, modify, and upgrade existing cataloging records or provide original cataloging. Creation of bibliographic records is in accordance with the Anglo-American Cataloging Rules, 2nd edition revised (latest update); Library of Congress subject headings, latest edition; Dewey Decimal Classification, 22nd edition; and MARC21 specifications, unless otherwise specified by the library. While the Library of Congress is the authority for MARC format, your MARC records can be customized with local information including a local call number. Shelf-ready processing will be customized following your library's specifications.

If cataloging is required, Compleat Book-Serv can catalog new titles using the library's existing cataloging utility including OCLC®. Using the OCLC Connexion® Client we can access your OCLC account via a third-party agreement.

Brodart also understands that the importance placed on data security has grown dramatically throughout the library community. In an effort to protect our customers and their patrons, Brodart has invested in state-of-the-art Intrusion Prevention (IPS) and Security Information Management Systems (SIMS) as well as developed a comprehensive and aggressive network security policy framework. Along with this, Compleat Book-Serv can accommodate a variety of customer security policies, ranging from cataloging over Secure Shell (SSH) or over Virtual Private Networks (VPN).

To ensure prompt delivery of services, the library will be required to provide sufficient licenses and bandwidth for connecting to your database. The number of licenses and the amount of bandwidth needed (measured by items per hour) must be determined and agreed upon prior to your Compleat Book-Serv profile setup. Brodart will need to have access to your database from 6:00 a.m. to 6:00 p.m. Eastern Standard Time. Once your account and set up is established, it is important to note that if your library is planning a system migration or version upgrade to your ILS, you will need to contact Brodart as soon possible so there is no disruption of your service. A full system migration will require additional programming and testing which will increase the amount of time required for set-up.

Pricing for Compleat Book-Serv is dependent upon each unique library's specifications and is available upon receipt and review of your specifications. Utilization of Compleat Book-Serv is based on an annual minimum commitment.

Processing Options

Brodart's processing options provide libraries with the industry's most comprehensive and versatile range of physical processing services featuring easy-to-read, laser-printed cataloging components to follow each account's exact specifications.

Brodart's processing options include:

- Mylar jacket (attached or loose) for your books with dust jackets
- Paperback reinforcement with our exclusive Dura-Guard or Duralam® processes
- Theft detection
- Presorted catalog cards
- Customized laser-printed catalog card kits (book pocket, pocket insert, subject cards, 2 main entry cards, title card, borrower's card, shelf list card, and spine label)
- Cataloging components (spine label, pocket, barcodes, etc.) which can be attached or sent loose with each book
- Property identification stamp
- Customized book pockets
- Barcode labels
- Preprinted barcode number on the pocket, shelf list card, and borrower's card

Call Number/Subject Heading Options:

- Abridged Dewey with Sears or LCAC subject headings
- Unabridged Dewey with Sears, LC or LCAC subject headings
- Library of Congress with LC or LCAC subject headings

All cataloging is performed using AACR2 revised and accompanying Library of Congress Rule Interpretations.

NOTE: Brodart offers any combination of components to meet your library's specific needs. Presorted catalog cards are available with each shipment or consolidated and provided with the final shipment.

Reinforcement Services

Brodart's Dura-Guard and Duralam® reinforcement processes give you guaranteed paperback protection that is fast, easy, and affordable. Paperbacks ordered through Brodart can easily be reinforced or converted to hard covers using either of our affordable binding techniques. Brodart's in-house bindery protects your paperbacks without delaying your initial order. Your paperbacks are processed quickly and shipped with the rest of your items, saving you the time and expense of preparing separate purchase orders or receiving separate shipments.

Brodart's Duralam service will stretch your book budget dollars by prolonging the life of your paperback books. The original paper cover is laminated to a heavy binder's board. The book is then rebound with a strong, permanently flexible glue. The result is a book with hardcover durability for a little more than the cost of a paperback.

Dura-Guard reinforces the spine of a paperback book and increases circulation durability. A one-piece, heavy-duty clear laminate keeps the cover art attractive and bright.

Both Dura-Guard and Duralam processes

- Are available for paperbacks ordered with or without additional cataloging and processing options.
- Have been perfected over 30 years of successful use.
- Are easy to order—simply indicate on your order the paperbacks you would like to have reinforced.
- Have no minimum order requirements.
- Feature bindings that are individually handcrafted to ensure quality workmanship.
- Are guaranteed to your satisfaction. If you receive a book and the bind quality is unacceptable, you may return the book for replacement as long as the book is available from the publisher.

The Louisville Free Public Library is currently set up to receive the following processing services.

Taped Jacket	\$.55/jacket
Property Stamp	\$.15/location
Barcode Label (customer supplied)	\$.10/label

Additional cataloging and processing options are available and pricing is available upon request.

MULTIPLE ACCOUNT NUMBERS

Brodart will set up accounts for your library based on your specifications and provide as many accounts as required. You may add new accounts, delete old accounts, or change the name and address information. Multiple ship-to accounts will be linked to the appropriate bill-to account. Each ship-to account will include a five-line address and account number. The information will link to related cataloging and processing specifications.

PLACEMENT OF ORDERS

Brodart offers a number of methods for submitting orders:

- Submit your order directly to Brodart through BibzII.com, Brodart's online collection development and ordering tool. Additional information regarding BibzII.com can be found in Attachment B.
- Import on-order records from BibzII.com in a format developed especially for your integrated library system (ILS). You can import on-order records directly into your system with or without the distribution information. On-order records are typically used to create a purchase order in the ILS.
- Submit orders directly to Brodart from your ILS. Brodart fully supports X12 or EDIFACT formatted electronic business transactions including purchase orders, order acknowledgements, and invoices.
- Fax orders to 800.999.6799.
- Telephone orders by calling 800.474.9802.
- E-mail orders to bookscs@brodart.com.
- Mail orders to Brodart Co. Books & Automation
Order Department
500 Arch Street
Williamsport, PA 17701

Orders transmitted electronically (EDI) will receive an EDI acknowledgment within 24 hours stating the status of each item ordered. Web site orders transmitted through BibzII.com will receive same-day order status information. Paper confirmation reports are also available.

STATUS/CANCELLATION REPORTS

The Order History tab in BibzII.com allows the library to access not only orders that have been submitted through BibzII, but also orders submitted to Brodart via EDI, telephone, or other ordering methods. The directory page shows all orders with their current status (entered, booked or closed). Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with paper confirmation, status and cancellation reports that can be sent to the library.

INVOICES

Orders transmitted electronically (EDI) will receive an EDI invoice. In addition a paper copy of the invoice can be sent to the address designated by the library. Brodart's invoices include the library's account number, purchase order number, bill-to and ship-to addresses, title, author, ISBN, published date, quantity, list price, discount, unit price, extended price, and total cost of the shipment. Cataloging and processing charges can be either billed on a separate invoice or listed on an item invoice as a separate line item. Our payment terms are net 30 days from the date of the invoice. Please note that the pricing outlined in our response does not reflect the use of a procurement card. Payment via a procurement card may incur an additional fee.

RETURNS/CREDITS

Any item received damaged, defective, or not as ordered (wrong title supplied, short shipment, etc.) will be replaced or a credit will be issued. If the total retail price is less than \$50.00, simply return the materials with a copy of your invoice or packing slip, noting the problem, and deduct the amount from the invoice. For returns greater than \$50.00, the library will be supplied with self-credit forms. All vendor errors will be handled in this manner. Requests to return items for any other reason will be handled on an individual basis. While we make every attempt to satisfy our customers regarding defective items, we ask that items showing normal wear and tear not be returned.

DELIVERY OF ORDERS

Brodart's delivery, backorder, and cancellation schedules are very flexible and can be customized to accommodate your library's specifications. Brodart will make the initial shipment of material from inventory, for each purchase order, within 1-2 days from order release date for items without cataloging and/or processing and within 2-3 days for items requiring automated cataloging and/or processing.

The average turnaround time for Compleat Book-Serv custom cataloging and processing is 7-10 business days. A separate rush account can be established for items you designate as high priority. We ask the library to limit orders on your rush account to 20% of your total orders. Materials ordered through your rush accounts will be shipped fully shelf-ready within 5 days from order release date.

Items not in Brodart's inventory are ordered immediately from the appropriate publisher. Our order fulfillment system places orders with all publishers on a daily basis via FTP or fax. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill 85% of all customer backorders in 3-4 weeks, with overall fill rates of greater than 95% of available titles. Upon receipt of these materials from the publisher, Brodart will catalog, process and ship these items according to the library's specifications.

SHIPPING

Shipments are sent via best method (common carrier, USPS, or UPS Ground) and designated for inside delivery. All shipments are F.O.B. destination from our warehouse to your main library. Branch shipping is also available for an additional fee.

ATTACHMENT B ADDITIONAL SERVICES

COLLECTION DEVELOPMENT SERVICES

Collection Builder Custom Selection Lists

Brodart has identified more than 400 recommended bibliographies, review journals, and other sources, and has indexed them in our up-to-date title database. This extensive resource enables us to produce custom selection lists for a wide range of collection development needs such as collection building in specific areas, coordinated replacement ordering, or planning opening day collections.

- These comprehensive selection lists present the titles in shelf-list order for a systematic approach to collection development.
- Each citation on the selection list includes call number, author, title, publisher, date, price, ISBN, bind, descriptors, media, age range, title status, review citations, and the sources which contain the title.
- It is easy to review the titles, make your selections, and mark the orders right on the list.
- To request a selection list, tell us the subject to be covered, age levels, types of bindings, publication dates, and other pertinent information. We will provide a profile to walk you through the process.
- You receive prepared selection lists in two to four weeks. These custom selection lists are provided free of charge to active Brodart customers with the understanding that any titles ordered from these lists are to be ordered from Brodart.

TIPS

TIPS (*Title Information Preview Service*) is designed to help your library streamline its ongoing selection process. We identify new titles, gather all pertinent information on those titles, eliminate duplicates, and present you with regular lists of new titles to consider for your collection. We do the legwork; you make your selections.

Through TIPS, your library can set up one or more profiles based on the following elements:

- review sources
- subject categories
- publishers
- series
- authors/illustrators
- age levels
- physical formats

These profile elements, chosen specifically to meet the needs of libraries, allow you either to create a profile that mimics your current title identification and list-building process OR to explore new approaches to the collection-building process. In other words, if you currently compile lists from multiple journal reviews, we can do that for you. Or, if you would like to expand the number of sources from which you draw titles, we can monitor new titles by publisher, series, author, or illustrator.

- On a regular basis, Brodart compiles lists of new titles meeting the specifications of the TIPS account profile. This can be weekly, twice monthly, or monthly and can be done on a pre-publication or a just-published basis. Duplicate titles are eliminated before you receive the lists and can be blocked from list to list.
- Full-text reviews from *BookPage*, *Booklist*, *Bulletin for the Center for Children's Books*, *Criticas*, *Horn Book*, *Kirkus*, *KLIATT*, *Library Journal*, *Library Media Connection*, *Publishers Weekly*, *School Library Journal*, *Science Books & Films*, and *VOYA* are available. Full review citations including date and page number are also available from two additional review journals: *Booklinks* and *New York Times Book Review*.
- TIPS lists are available electronically via BibzII.com, or MARC-formatted files for your ILS can be posted to an FTP server. Paper copies of TIPS lists are available for a small fee per copy.

TIPS lists are available on a subscription basis to Brodart's Books & Automation customers. Pricing is based on number of profiles, list format, and review journals. TIPS pricing is available upon request.

Spanish TIPS

Spanish TIPS is a monthly TIPS program for Spanish titles. Brodart's experienced Spanish selectors identify approximately 100-150 titles each month including titles for all ages and in all subject areas. Spanish TIPS can be divided into two or more separate lists upon request. Titles are selected from both United States and foreign publishers including publishers from the major Spanish-speaking countries. These titles are fully coded, cataloged, and annotated. It is our intent to identify the Spanish titles most valuable to public libraries and present them through the TIPS profiling system. Spanish TIPS pricing is available upon request.

FASTips

Libraries may choose to set up profiles with a FASTips automatic order option. For example, this can be used to automatically order a certain number of copies of future titles from a particular author or to order one or more copies of each title published by a particular publisher. The library provides a purchase order and a quantity (which may vary) and an order is automatically placed for all titles that meet the criteria of the profile. The most common automatic order is by author, using the most popular "must-have" authors in a profile to ensure receipt of their titles. Illustrators are a popular indicator in children's profiles. A series profile is also an option. Titles ordered through this means are firm orders, not approval copies, and may not be returned unless damaged or defective. There is no charge for FASTips profiles using the automatic order option.

BibzII.com

BibzII.com is Brodart's online collection development and ordering tool. The name "Bibz" comes from the concept of "building bibliographies online." All of Brodart's custom services (TIPS, FASTips, Collection Builder, and McNaughton) are available through BibzII.com.

Using BibzII.com's flexible features, you can search and access relevant titles, build your own lists, select the best items for your collections, and place orders online or through your acquisitions system. BibzII.com is designed to meet the needs of any library—from a one-location facility to a sprawling library system with multiple branches. Our enhanced features allow you to customize your display and manage user access and grid ordering right at your library location.

BibzII.com offers 24-hour-a-day, 7-day-a-week access to Brodart's title database of nearly four million titles. You can conduct simple or advanced searches quickly and easily. BibzII.com allows you to:

Search:

- Quick—title, author, ISBN
- Simple—title, author, ISBN, series, illustrator, biographee, subject, publisher
- Advanced—access as many of the following fields as needed
 - Availability (print and stock status)
 - Broad classification
 - Dewey or Library of Congress classification
 - Format
 - Descriptors (e.g. board book, large print, picture book)
 - Language
 - Age or grade range
 - Reading program and level
 - Publication date
 - Review journals, including number of reviews and issue date
 - Demand level
 - Price range
- You can also search within a large number of databases and resource lists
 - Your personal lists
 - Lists shared to you
 - Awards and starred reviews
 - Bibliographies and other published sources
 - Special lists built by Brodart

- Through your profile, indicate the fields that you prefer to use while searching and to view in search results
- Results include hyperlinks to author, format, and series

Access:

- Basic bibliographic information and enhanced selection data
 - Title
 - Author, illustrator, editor
 - Publisher
 - Publication date
 - ISBN-10 and ISBN-13
 - Format
 - Availability (print and stock status)
 - Cover image
 - Physical description
 - Other descriptors (e.g. large print)
 - Age and grade range
 - Dewey and Library of Congress classification
 - Language
 - Series
 - Library of Congress card number
 - Demand level
 - Print run
 - Source citations for Brodart catalogs, bibliographies, starred reviews, and awards
 - Subject headings
 - Reading programs with reading level
- Annotations plus full-text reviews from 13 journals
- Custom lists provided through the TIPS, FASTips, and Collection Builder services
- Specialty lists built for public libraries
- Your library's public catalog to check holdings by ISBN

Build:

- Your own selection lists and orders
- Selection lists to be shared with others in your library
- Local notes for others in your library to see
- Lists for all age levels in all subject areas

Manage:

- User access, determined by your administrators
- Families, for list sharing purposes
- Grids—create templates using simple drop-down features and assign them to specific users or locations; create and revise at your convenience

Request:

- MARC record files for your ILS
- Excel spreadsheets
- Branch and Fund Totals reports
- Printed list or 3x5 cards

Order:

- With grids reflecting your branch/location codes, collection codes, item types, and funds
- Directly via the Web
- Import records into your ILS for EDI ordering
- Access the order history for all your Brodart accounts

Additional Functionality

Sort sequence: Titles in search results and lists default to Title/Author sequence but can be resorted in a variety of ways including Author/Title, Pub Date/Title, Publisher/Title, Price/Title, Demand/Title, Dewey Class/Author/Title, Dewey Class/Title/Author, LC Class/Author/Title, LC Class/Title/Author, Age Range/Author/Title, or Reading Program/Author/Title.

Duplicate checking: Duplication can be checked title by title from the Expanded display screen, or list by list at the List Manager screen. Duplicate checking includes both titles in current lists and in submitted orders.

Administrative functions: Users can be designated as administrative or non-administrative. Administrative users are empowered to create new users, remove users, assign new passwords, and grant access privileges to users. Those access privileges include the assignment of accounts/processing profiles, branches, and funds. Administrative users can create families and assign membership in those families. Administrative users can also set grid values and create grid templates and assign them to specific users. Last but not least, administrators decide which users have checkout privileges (the ability to submit orders online).

Order History: The Order History tab in BibzII.com allows the library to access not only orders that have been submitted through BibzII, but also orders submitted to Brodart via EDI, telephone, or other ordering methods. The directory page shows all orders with their current status (entered, booked or closed). Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with confirmation, status and cancellation reports.

MARC record options: There are four options for MARC record downloads from BibzII.com lists: Brief record (no items); Brief record (with items); Enhanced record (no items); Enhanced record (with items). Our flexible MARC mapping tool enables us to customize your on order bibliographic records and item records.

BibzII.com and ILS interface: Brodart has created an interface between Brodart's BibzII.com and your ILS, please see Exhibit II for additional information.

Recommended System Requirements:

Screen resolution: 1024x768 pixels
Memory: 512 MB RAM
Processor: 1GHz

Browser Requirements:

Internet Browser version: Internet Explorer 6.0 and higher (Internet Explorer 7.0 recommended)
Internet Browser text size: Internet Explorer medium
Cookies must be enabled
Java Scripting must be enabled
Cache Memory: 4096 Kbytes (10240 Kbytes recommended)
Disk Memory: 4096 Kbytes (10240 Kbytes recommended)
Refresh rate: Check for newer versions of stored pages - Every visit to the page

Printout Viewing/Printing Required:

Adobe Acrobat Reader

Connection Recommended:

Direct Internet or High Speed Connection - T1 line, DSL modem, or cable modem

Access to BibzII.com with unlimited users is offered free of charge to the Louisville Free Public Library for the term of this contract.

CONTINUATIONS

Brodart's Continuations Service is designed to meet your complete standing order needs. You receive prompt, accurate fulfillment and because of our extensive coverage, your need to research hundreds of titles each year is eliminated.

- Brodart maintains constant communication with over 80 thousand publishers and distributors. Our title file is updated daily, ensuring that the title status information you receive from Brodart's Continuations Department is the most up-to-date available.
- Serial maintenance is made easier when you use our free monthly status reports and skilled personal assistance. And to simplify establishing a standing order account, we offer you a full range of transition services.
- The Continuations Department personnel are dedicated professionals who are knowledgeable about all aspects of the Continuations Service. They take pride in providing prompt and accurate responses to any questions. Each library is assigned their own Continuations Consultant. That individual will stay in close contact with the responsible person at the library to ensure optimum service.
- Brodart's Continuations Service offers an Alternate Year Program, which can be tailored to meet your library's needs. You may receive books as frequently or infrequently as desired.
- You may add new titles to your standing order or adjust existing orders at any time. Our files are updated daily in order to provide you with prompt, accurate service. All cancellations are effective immediately upon receipt by the Continuations Department.

A monthly status report is supplied to you at no extra cost so you may quickly and effectively monitor your standing orders. This report lists every series and serial on your standing order. Editions or volumes on order or recently shipped titles are listed accordingly. Publications which are delayed by the publisher show a status of "on order." Brodart's Continuations Department automatically contacts the publisher in the case of "on order" materials to assure timely delivery of these items.

As a Continuations customer, each month you will receive a newsletter reporting the latest updates in title/bind changes, series discontinued, series completed and items to be ordered directly from the publisher. The newsletter keeps you informed about any changes that would affect your standing order.

Taking advantage of Brodart's Continuations Service is easy. Simply list the titles to be ordered with starting volumes, years or editions and the desired quantities. Once Brodart receives the comprehensive title listing which contains your standing order titles, we will immediately begin establishing your account while simultaneously ordering the titles from the various publishers.

To make it easy to transfer to Brodart's Continuations Service, we will also send a cancellation notice to your former supplier. You need only indicate in writing which titles are to be cancelled, your account or purchase order number and the name of the supplier. The Continuations staff works with your library during this transition period to assure a smooth transfer of all standing orders. Furthermore, if there is some duplication of titles, Brodart will assume responsibility and accept any such returns. Once all of the titles have been entered into our database, we can determine any must-order-direct titles and will notify the library of such titles.

Continuations discounts are available upon request.

Brodart's Category/Binding Definitions

Trade Discounted Hardcover Editions: A book that is published with a glued binding and a hardcover, and may also be known as a hardbound, hardback, cloth bound or cloth cover. Trade discounted hardcover editions are usually fiction or current nonfiction and are generally published for the general consumer and deal with subjects having a broad mass appeal. Publishers promote and advertise these titles more aggressively and print runs are greater than the norm.

Juvenile Trade Hardcover Editions: Popular fiction or nonfiction books designed for children, usually with subject matter that has wide appeal. Published with a glued binding and a hardcover.

Publisher's Library Reinforced Editions: A book published with a high quality, usually fanned, sewn and glued binding. Sometimes known as a "School" or "Library" binding. This binding has the durability required in a high use library setting and is usually reserved for children's materials. All publisher library reinforced editions will receive the discount quoted in this category. Publishers designate which titles are "Publisher's Library Reinforced Editions" to Brodart.

Single Reinforced Editions: A book published with a durable fanned and glued hardcover binding that may or may not be sewn. Also known as "School" and "Library" binding. Subject matter may be directed at adults or juveniles (though they are usually reserved for children's materials) and may be fiction or nonfiction. Publishers designate which titles are "Single Reinforced Editions" to Brodart.

Non-Trade Discounted Hardcover: A book that is published with a glued binding and a hardcover that deals in subjects such as technical, reference, scientific, medical and/or is published by a small press. Hardcover titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non-trade discount quoted in this category or invoiced at the publisher's list price. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category. Non-trade discounted hardcover books may be both adult and juvenile.

University Press Titles: This includes both hardcover and paperbacks published by university presses. This category includes materials where Brodart receives minimal or no discount and/or the publisher requires prepayment.

Trade Discounted Paperback Editions: A book that is published with a paper cover. May also be known as a trade paper, quality paperback or mass market paperback. The quality of the paper and printing in trade and quality paperbacks is usually high. Mass market paperbacks are paperbacks sized to fit standard retail display racks; trade paperbacks have larger page sizes. Trade discounted paperback editions are generally published for the general consumer and deal with subjects having a broad mass appeal.

Non-Trade Discounted Paperbacks: A book that is published with a paper cover that deals in subjects such as technical, reference, scientific, medical or small presses. Paperback titles on which Brodart receives minimal or no discount and/or the publisher requires prepayment may be discounted at the non trade discount quoted in this category or invoiced at the publisher's list price. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category. Non-trade discounted paperback books may be both adult and juvenile.

BrodartBound: Brodart maintains a partnership with Topeka Bindery, formerly Tandem™ Library Group, for rebound paperback books. The process of this transformation begins with the original publisher's paperback book. The cover is carefully removed and the image is scanned into a computer and then scanned to a hardcover. The outside cover is laminated with a nylon lamination material for extra protection. Topeka does not alter or choose the type of paper used in the rebound books; this is decided by the original publisher of the paperback book. Two end sheets are attached to each book to preserve its pages. Depending on the thickness of the book, the unification is either accomplished by gluing or sewing.

Duralam: A paperback converted to a hardbound book.

Duraguard: A paperback reinforced with a heavy-gauge laminated cover.

BibzII.com Order Interface

Brodart's BibzII.com and Polaris Library System

Brodart and Polaris have developed an interface between Brodart's BibzII.com and the Polaris integrated library system, creating automatic updates for order lists created in BibzII.com.

The interface allows for the creation of MARC records with holdings tag information, that when processed through Polaris ILS, updates funding and creates temporary on-order records for which reserves can be placed.

The benefits of the interface are:

- The ability to utilize Brodart's online collection development and ordering tool, BibzII.com, for simple to complex ordering that can include distribution for special branch processing and/or drop-shipping possibilities.
- A streamlined ordering process that automatically updates funding and creates on-order items.
- Eliminates repetitive keying of order information in multiple systems.

5	17	-	APPEAL	Grisham, John	Hardcover	Doubleday & Company, Inc.	Feb-2008
Qty	Branch	Processing Profile	Collection	Item Type	Fund		
1	NORTH	CBS - CAT / PROC	Adult Fiction	Book	NAF		
1	SOUTH	CBS - CAT / PROC	Adult Fiction	Book	SAF		
2	EAST	CBS - CAT / PROC	Adult Fiction	Book	EAF		
1	WEST	CBS - CAT / PROC	Adult Fiction	Book	WAF		

BibzII.com Order Item - This is an example of an order record in BibzII.com with quantity and distribution indicated.

Over →